



December 6, 2021

Ms. Andrea Llamas,  
Town Administrator  
Town of Northfield  
69 Main Street  
Northfield, MA 01360

Re: Proposal for Existing Conditions and Property Line Survey  
A portion of Northfield Assessor's Map 17, Block D, parcel 2  
Main Street and Dickinson Street, Northfield, MA  
Project No. M-155

Dear Ms. Llamas;

Thank you for the opportunity to provide you with a proposal for professional services related to the production of an existing conditions and property line survey of the above referenced lot. We have reviewed the locus deed and related plans in conjunction with this proposal are confident that we can achieve the desired results in a short time frame and at minimal costs.

All projects require a written agreement between this office and our clients to ensure that the scope and cost of services are reasonably provided for and represented.

## PROPOSAL:

1. Project Set-up: Site walk, Research, Survey Calculation set-up and related coordination,  
\$ 750

2. Field Survey:  
We are estimating that this phase will take 6 days of field time to complete. The scope will include that described in the Invitation for Bid and will include tying into Rts 10 & 63 layouts, existing property line markers, topographic survey and existing conditions.  
\$7,500

3. Office Survey::  
Once the field survey has been completed, we will translate the collected data into our CADD System. We will develop an existing conditions survey which will depict the site and adjacent areas (as identified in the Invitation for Bid, items 1 to 22), as applicable. The plan will include topographic information of the site and the location of adjacent utilities. To the extent possible, perimeter property lines will be shown, abutters and other significant site features will also be depicted. The final product will be an existing conditions plan stamped by a

Professional Land Surveyor on mylar and electronically as a CADD Drawing and PDF.

\$3,250

**Subtotal      \$ 11,500**

4. Reimbursable Expenses:

Reimbursable expenses are costs for products, copies, prints, survey supplies, mileage and other costs incurred by this office on your project's behalf. The costs for reimbursable expenses is an estimate and not a firm, set contract price.

\$ 500

**EXEMPTIONS:**

The subject property is 39± acres. The scope of services requests that we survey only the area of interest for the public safety facility. As we are not surveying the full property line perimeter of the property, we cannot issue a full perimeter property line plan. Any plan depicting property or street lines will be based on plans of record and recovered monuments. Because these lines are not based on a full perimeter survey, they should be considered approximate property lines.

In developing this proposal, we have conducted on-line research, observed the property using aerial photographs, and applied our knowledge of the town from past projects. The proposed scope of services does not include or accommodate issues relative to the removal or alteration of boundary markers, gaps, or gores in the record vs. field measurements, discrepancies in the deed or discovering unforeseen conditions. Should any of these conditions be encountered, additional services outside the scope of this contract may be required to complete the scope of work proposed. Should this be the case, we will inform you of the encountered condition and will not proceed with additional work without your prior approval.

Wetlands delineation and any subsurface soils testing is not part of the scope.

**PROJECT TIMING/SCHEDULE:**

We are committed to initiating your project upon receipt of authorization to proceed and to expedite all of the services that are needed to get the project ready for completion. Please note that field surveying is a weather-dependent activity. Snow, rain and other climatic conditions will affect our ability to perform field survey and some office surveying. We will inform you of any potential delays that may be needed as a result of weather or other cause. .

**BASIS FOR PROPOSAL:**

The estimates contained in this proposal are based upon our current billing, our understanding of the project and of the existing conditions viewed on the site. Utilities will be located to the extent that they are visible from surface indicators (water gates, hydrants, electric manholes, etc.) and record information provided to our office by the utility companies.

This proposal is for the services listed, should other professional services be requested or required, we would provide those on a time and materials basis or, if requested, will issue a separate proposal.

## AUTHORIZATION

Your authorization to proceed on the scope of services and related professional services will consist of receipt by this office of a copy of this proposal letter endorsed by you. The signature indicates your acceptance of the provisions of this proposal, including the "Conditions of Services" that are presented on the following pages and are included by reference as part of this agreement.

The services described above are based upon your request for specific services and on our judgment and experience in undertaking similar projects in other towns. If the scope of services does not meet or exceeds the required services, we would be happy to re-assess the scope and associated costs.

Thank you for the opportunity to present this proposal. Please contact the undersigned at our Littleton, MA office should you have any questions or require additional information.

Very truly yours,  
Places Associates, Inc.  
By:

  
William E. Murray, RLA  
Vice-President

Enc: Conditions of Service Agreement

*By endorsement, I, the undersigned, acknowledge the proposed scope of services and cost, and accept the Conditions of Service Agreement presented on the following three pages of this document.*

Accepted by: \_\_\_\_\_

Date: : \_\_\_\_\_

### **Conditions of Service Agreement:**

Issued to Ms. Andrea Llamas,  
Town Administrator  
Town of Northfield  
69 Main Street  
Northfield, MA 01360

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A portion of Northfield Assessor's Map 17, Block D, parcel 2  
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The terms and conditions listed below are intended to be part of the principal agreement issued for the above referenced matter in a proposal from Places Associates, Inc. to **Ms Andrea Llamas, Town Administrator** (hereinafter referred to as "Client"), dated December 6, 2021, pages 1 through 3.

1. **Right of Entry:** The signing of the agreement gives authorization for Places Associates, Inc. personnel to enter upon the property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Services. It is understood by the client that these surveys and tests may require the cutting of trees and brush and earthen disturbances. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.
2. **Change in Scope of Services:** If, subsequent to the agreement, there is a change in the Scope of Services, either as ordered by the client or as necessitated by circumstances, permit criteria or authorities, an Additional Services/Change Order will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the Scope of Services, this office will supply an Additional Services notification either verbally or in written form to the client. Services outside of the original Scope of Services and within the revised scope will commence upon authorization from the Client. If the Scope of Services is changed, the amount of compensation and project timeline shall be equitably adjusted. The terms and conditions shall continue as from the base contract unless specifically modified in writing upon the issuance of Additional Services/Change Order.
3. **Reimbursable Expenses, Payment of Fees, Rental Equipment...** Reimbursable expenses are those costs incurred by Places Associates, Inc., i.e. all supplies, materials, and services needed to meet the requirements of the services of this proposal. Such reimbursable expenses *are not included in the estimated cost of services*, and routinely include, but are not limited to: photocopies, postage, mileage, survey supplies, stakes, printing and collating services, photographic and presentation materials. This proposal does not include the provisions for the payment by this office of filing, application, or related fees for the submission of documents, plans or required applications to approving authorities. Also excluded from the provisions of this proposal are the payment of fees or costs associated with rental of equipment or personnel involved in on-site construction or sub-surface explorations (observation holes), these are agreed to be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (+10%).
4. **Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or to the environment. Failure to notify this office of any known hazards shall relieve Places Associates, Inc., its agents and its employees from all damages arising from said hazard(s).
5. **Termination Provision:** This agreement may be terminated by either party upon five (5) business days written notice served to the Littleton, Massachusetts office. Places Associates, Inc., shall be paid for services completed up to the time of termination.

- 6. Billing Procedures & Criteria:** Invoices shall be rendered upon completion of project phases or at regular intervals. Payment is requested within ten (10) days and required within thirty (30) days of date of issuance. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1 ½ % per month (18% per year) accruing from the date of the initial invoice. We reserve the right to discontinue professional service of all accounts more than forty-five (45) days overdue. Should any accounts become more than sixty (60) days overdue, we reserve the right to require payment in full for all services provided to date prior to the release of information, plans or other project-related data.
- 6.1 By acceptance of this proposal, the Client agrees to pay for all reasonable collection costs including, but not limited to: attorney's fees, court costs and interest on overdue invoices.
- 6.2 If specific billing formats, timelines or other criteria are required to be submitted by Places Associates, Inc., the Client shall make such requirements known to Places Associates, Inc. as part of the authorization to proceed. Failure to do so shall relieve Places Associates, Inc. from mandatory compliance to such formats, timelines or criteria.
- 6.3 The Client shall conduct requests for review of services, requests for additional invoice or service information or clarification of invoicing within thirty days of the invoice date. Failure to request such reviews or clarifications within the original thirty-day period shall relieve Places Associates, Inc. of the responsibility to provide such information and the invoice shall be deemed to be valid and sufficiently detailed for Client's payment.
- 6.4 Because most of our projects are time-line sensitive and payment is made after the provision of services, we rely on the timely receipt of payments. If payments are made beyond the mandated thirty day timeline, any project related timelines, budgets and commitments provided for in this document are rendered void and subject to re-negotiation, without further or additional notification.
- 6.5 Billing Rates: Places Associates, Inc. reserves the right to modify our billing rates on an as needed basis and without additional notification to the Client. If a billing rate is modified, lump sum or defined scope-phase costs listed in contracts will be honored to the completion of the contract, however, the new rates will apply to the services delivered and any additional services. Should the new rates cause us to exceed our proposal amounts, the Client will not be billed for the excess for the duration of the valid contract, per the criteria of this section 6, 6.1 to 6.5.
- 7. Responsible Party:** The client, as the responsible party, agrees to compensate Places Associates, Inc. at the proposed cost or agreed-to rate for providing the professional services, as described in the Scope of Services. No payments shall be contingent upon financing or receipt of payment from any third party.
- 8. Information provided by Others:** Information, plans, specifications, building/structure and utility designs or layouts and other information provided to Places Associates, Inc. by the client, other professionals and/or utility companies shall be determined to be correct and shall not be reviewed by Places Associates, Inc. for correctness, construction feasibility, proper layout or code compliance.
- 9. Ownership of Documents:** Places Associates, Inc. shall retain ownership and reproducible copies of engineering drawings, plans, estimates, reports, original field notes, field data, soil boring logs, calculations, computer generated (images, data, drawings and information -in any format), and other documents prepared by this office as instruments of service. The client may obtain copies of any paper documents or "portable document format" (pdf)-type electronic documents upon payment of the cost of reprinting, providing that the client agrees not to make any further copies, extensions, amendments, enlargements or modifications of any documents or copies provided by this office. By endorsement of this contract the Client agrees that all work furnished and not paid for by the Client, shall be returned upon demand to Places Associates, Inc. and will not be used by the Client for any purpose whatsoever.
- 10. Engineer's Estimates:** Any estimates or opinions of project construction costs or volumes of earth to be moved or added are based on the Engineer's experience and qualifications and represents the Engineer's best

judgement. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, Engineer cannot guarantee that received bids, costs or units of earth to be moved or added will vary from the Engineer's opinion or estimate.

- 11. Delays:** Places Associates, Inc. will not be responsible for delays in the performance of the agreement due to inclement weather, illness, failure of equipment, unanticipated degree of difficulty encountered in performing said services or un-safe site conditions which might endanger our staff, or any delay created within or by approving agencies. Places Associates, Inc. will not be responsible for delays due to changes in conditions on the site or on property adjacent to the site that would adversely impact work conditions requiring delays or additional services.
- 12. Testimony:** Client agrees to pay reasonable fees for the participation in court by Places Associates, Inc. personnel; including time spent preparing affidavits and other documents, research and meetings with the client and with the client's attorney(s). Issuance of a summons shall not relieve the client's financial obligation.
- 13. Insurance:** Places Associates, Inc. carries insurance policies to enable us to provide professional services for private and public sector projects. The amounts of coverage are as mandated for such projects by regulation or law. Certificates of Insurance can be provided, upon request. Should the Client require coverage in greater amounts, any change in deductibles or other changes from our standard policy coverages, these would result in an increase in the costs to Places Associates, Inc. and are not accommodated as part of the provided professional services fees. Any additional coverage(s), deductibles, listings or other requirements, if permitted, will be billed to the client as a reimbursable expense, per item 3, above. Transfer of coverage: Places Associates, Inc. insurance coverage is non-transferable to any third party.
- 14. Warranty & Limits of Liability:** All professional services provided by Places Associates, Inc. will be performed in accordance with generally accepted landscape architecture, engineering, surveying and related professional services principles and practices provided under similar circumstances, times and locals. No acceptance or approval by municipal, state or federal agencies is guaranteed. This document limits the liability of Places Associates, Inc. to the Client for the cost of the services performed for all liability associated with the provision of professional services including, but not limited to errors and omissions, typographic errors, or other causes whatsoever.  
  
By providing services to the Client, no warrantee or guarantee to any third party, contractor, sub-contractor or other entity is made. This document restricts liability to any third party- who shall be informed of this limitation of liability- and, as a condition precedent to any third party performing his work, a like indemnity and limitation of liability on their part shall be made to the benefit of Places Associates, Inc by the third party performing such work.
- 15. Time Limitation:** This agreement is null and void unless executed by the client and returned to this office within thirty (30) days of issuance. The services described in the Scope of Services shall be completed within two (2) years of the date of issuance of this proposal unless specifically noted within the proposal. If the services are not completed within two (2) years, the services are subject to the issuance of a revised proposal to accommodate increased costs of the services over time.
- 16. Single Contract:** This agreement shall be the sole agreement between the parties to constitute a contract. It may be executed in two equal counterparts; if so each shall be equally valid and complete and shall match one another. No changes to the extent of services and the costs of the same shall be made, except in writing as an amendment or extension to this contract, as noted hereinbefore. All communications or correspondence shall be directed to the attention of the Littleton, Massachusetts office.
- 17. Massachusetts Contract:** This agreement is intended to be construed to be a Massachusetts Contract, as Littleton, Massachusetts is the principal place of business for Places Associates, Inc. Interpretations and applicable law shall be based upon Massachusetts Law.